

**COOPERATIVE AGREEMENT**  
**between the**  
**MISSOURI DEPARTMENT OF SOCIAL SERVICES**  
**and the**  
**MISSOURI DEPARTMENT OF MENTAL HEALTH**  
**relating to**  
**THE MEDICAID HOME AND COMMUNITY-BASED SERVICES WAIVER**  
**FOR THE MENTALLY RETARDED AND DEVELOPMENTALLY DISABLED**

The Agreement set out in this document is a cooperative and mutual understanding between the Missouri Department of Social Services, Division of Medical Services (DSS/DMS) and the Missouri Department of Mental Health Division of Mental Retardation and Developmental Disabilities (DMH/DMRDD). DSS is the designated single state agency for administration of the Title XIX (Medicaid) program in Missouri. DMS is the Division within DSS which directly manages Medicaid program operations. DMH is the statutorily authorized agency with administrative charge and control of the provision of services to persons with mental retardation and developmental disabilities, mental illness, and alcohol and drug abuse. DMRDD is the Division within DMH with responsibility for the provision of services to persons with mental retardation and developmental disabilities.

**I. PURPOSE**

This agreement is entered into for the purpose of efficiently and effectively carrying out the administration of the Missouri Home and Community-Based Waiver program for Persons with Mental Retardation/Developmental Disabilities renewed by the Department of Health and Human Services, Health Care Financing Administration, effective July 1, 1996 through June 30, 2001.

**II. DEFINITIONS**

For the purpose of this Agreement, the parties agree that the following definitions shall apply:

- A. Department of Social Services (DSS) shall mean the Missouri State Department of Social Services, which is the designated single State agency for Medicaid.
- B. Department of Mental Health (DMH) shall mean the Missouri State Department of Mental Health.

- C. Division of Medical Services (DMS) shall mean the agency within the Department of Social Services which administers Medicaid program operations in Missouri.
- D. Division of Mental Retardation and Developmental Disabilities (DMRDD) shall mean the agency within the Department of Mental Health that administers programs for persons with mental retardation and developmental disabilities in Missouri.
- E. Director of Social Services shall mean the Director of the Missouri State Department of Social Services.
- F. Director of Mental Health shall mean the Director of the Missouri State Department of Mental Health.
- G. Waiver Program shall mean the Home and Community-Based Services Waiver for the Mentally Retarded and Developmentally Disabled.
- H. Health Care Financing Administration (HCFA) shall mean the agency within the Department of Health and Human Services that administers the Medicaid and Medicare Programs.
- I. Federal Financial Participation (FFP) shall mean that match provided by the federal government, pursuant to federal law and regulation, to fund services authorized under an approved Medicaid Waiver Program.

### **III. DUTIES**

#### **A. Department of Mental Health**

The Department of Mental Health, recognizing the authority of the single state Medicaid agency, will provide professional, technical, and clerical staff to conduct administrative functions necessary for the proper and efficient administration of the waiver program.

The Department of Mental Health agrees to:

1. Review documentation concerning eligibility, need for waiver services, cost effectiveness, and protection of client rights.
2. Conduct provider relations activities necessary for the efficient administration of the waiver program.
3. Approve plans of care to ensure that waiver reimbursement is made only for services that are necessary and appropriate.
4. Monitor services for each participant at least quarterly to ensure quality, adequacy, and timeliness.
5. Ensure providers meet Department of Mental Health standards prior to Medicaid enrollment in the waiver program. This includes certifying providers of residential habilitation, individualized supported living, day habilitation and supported employment services in accordance with 9 CSR 30-5.050 (Certification of Medicaid Agencies Serving Persons with Developmental Disabilities), unless providers of these services meet other applicable licensure and/or accreditation standards.
6. Ensure providers comply with both state and federal fiscal and procedural requirements pertaining to waiver services. Providers will be monitored by regional centers in accordance with RSMo 633.010(2)(4) and are subject to auditing in accordance with DMH Purchase of Service (POS) contract guidelines, or as otherwise determined necessary by DMH or DSS.
7. Report instances of provider non-compliance to DSS and jointly pursuing any sanction or other action necessary and appropriate to remedy the non-compliance.
8. Prepare, print, and mail material regarding the waiver program, including manuals, bulletins, reports. All such material as may affect compliance with Title XIX rules shall be subject to DSS/DMS review and approval prior to distribution.
9. Participate in Medicaid related training that may be deemed necessary by the Director(s) of DSS and/or DMH.
10. Exchange information regarding DMH and DSS\DMS policy and procedure related to the efficient operation of the waiver program.

11. Prepare annual budget requests for waiver program appropriations.
12. Propose rates for waiver services to DSS/DMS.
13. Prepare documentation for waiver amendments, renewals, and reviews of the waiver by HCFA and the State Auditor. DMH will provide DSS with the information needed for waiver amendments in a timely manner. In general, timeliness will mean information is available for review by DSS 15 working days prior to the time it is to be submitted to HCFA; however, a shorter review period may be agreed upon by both agencies, based on the complexity and length of the amendment or other external factors beyond the control of both agencies.
14. Participate in hearings requested by persons who have been denied waiver services.
15. Ensure in each year that neither the number of individuals served under the waiver or the amount expended for waiver services exceed the approved estimates.
16. Exchange with DSS data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by the waiver.
17. Provide as requested by DSS the information necessary to request FFP. Requests for FFP will be submitted on the standard form 269 together with a detailed billing statement for administrative funds requested. These documents will be certified by the Executive Officer of the Department of Mental Health.
18. Provide DSS with information necessary to complete the annual report on the waiver's impact, as required by 42 CFR 441.302(f).
19. Be responsible for any federal funds which are deferred and/or ultimately disallowed arising from a failure to comply with a federal requirement, unless the deferral or disallowance is the result of the Division of Medical Services' failure to submit, in a proper format and/or a timely manner, amendments to the Medicaid State Plan proposed by the Department of Mental Health required for the administration of the waiver program. Timeliness will be measured based on the complexity of the issue(s) involved and whether the proposed state plan amendment can be processed without obtaining additional information from the Department of Mental Health. The Department of Mental Health will provide the

Department of Social Services all information required to submit a Medicaid State Plan amendment at least 15 working days prior to the time the amendment must be submitted to HCFA.

20. Maintain the confidentiality of client records and eligibility information received from DSS, using that information only for the activities permitted under this agreement.

**B. Department of Social Services**

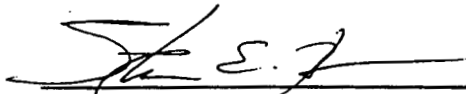
The Department of Social Services agrees to:

1. Provide program interpretations relating to DMH responsibilities regarding the waiver.
2. Provide training for DMH staff as determined to be necessary by the Director(s) of DSS and/or DMH.
3. Determine recipients' eligibility for Medicaid.
4. Annually review for approval a random sample comprised of 99 plans of care, with the option to expand the sample should significant deficiencies be noted during the review.
5. Reimburse enrolled providers for waiver services provided to eligible clients. Services must have been provided in accordance with a plan of care approved by DMH and subject to all the conditions set forth in the approved waiver.
6. Reimburse the Department of Mental Health at the state Medicaid match rate of 50 % for waiver program administrative activities performed by Department of Mental Health staff. Reimburse the Department of Mental Health at the enhanced match rate of 75 % for waiver program administrative activities performed by Skilled Professional Medical Personnel within the Department of Mental Health. The reimbursement of the Federal share shall be provided upon receipt of quarterly financial statements certified by the Department of Mental Health for eligible claims prepared in accordance with applicable federal regulations. Changes in federal regulations affecting the matching percentage, and/or costs eligible for administrative or enhanced match, which become effective subsequent to the execution of agreement will be applied as provided in the regulations.

7. Prepare the annual report on the impact of the waiver as required by 42 CFR 441.302(f), based on information collected from DMH and from paid claim records.
8. Exchange with DMH data to jointly compile periodic reports on the number of clients served, their costs, and the savings generated by the waiver.
9. Review reports of provider non-compliance from DMH and jointly pursuing any sanction or other action necessary and appropriate to remedy the non-compliance.
10. Assist DMH in preparing and reviewing material to be published regarding the waiver, including manuals, bulletins, reports and recipient notices.
11. Exchange information regarding DSS\DMS and DMH policy and procedure related to the efficient operation of the waiver program.
12. Review and comment on policy and procedure for the internal operations of DMH regarding the waiver, where such policy and procedure may affect compliance with Title XIX rules or the assurances under which the waiver was approved.
13. The Department of Social Services/Division of Legal Services will conduct fair hearings requested by recipients who have been denied waiver program services. The hearings process shall incorporate information and/or testimony supplied by the Department of Mental Health including clinical fact finding determinations related to the client's eligibility for waiver program services.

**IV. TERMS OF THIS AGREEMENT**

The period of this Agreement shall be for five years, from July 1, 1996 through June 30, 2001, subject to continued approval of the Waiver Program by the Federal Department of Health and Human Services. This Agreement may be renewed for additional periods if approval for the Waiver Program is also renewed for additional periods. This Agreement may be modified at any time by the written agreement of both and it may be canceled by either party after giving thirty (30) days prior notice in writing to the other party.



Director, Department of Social Services

6-27-96

Date



Director, Department of Mental Health

6/18/96

Date

TN No. 96-019

SUpersedes TN No. 91-39

Approval Date JUL 15 1996

Effective Date 07/01/96

DEPT. OF  
SOCIAL SERVICES

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COOPERATIVE AGREEMENT BETWEEN  
THE DIVISION OF ~~FAMILY SERVICES~~ <sup>DEPT. OF FINANCE</sup>  
(DEPARTMENT OF SOCIAL SERVICES)  
AND THE ~~DEPARTMENT OF MENTAL HEALTH~~  
RELATING TO OBRA-87 AND MEDICAID WAIVER SERVICES

This Agreement is entered into by and between the Missouri Division of Family Services of the Department of Social Services "DFS" and the Missouri Department of Mental Health "DMH".

## I

Statement of Purpose

The Missouri Department of Social Services (DSS) and the Department of Mental Health (DMH), in order to provide the most efficient, effective and cost effective administration of Medicaid Waiver services and to comply with nursing home reforms mandated by OBRA-87 Title IV, Subtitle C, Part 2, hereby enter into this Interagency Agreement.

The DSS Division of Medical Services recognizes the unique expertise that the DMH has related to both procuring mental health services and providing active treatment services for the mentally retarded and/or developmental disabled in the community. DSS, in order to take advantage of this ability, hereby enters into this cooperative agreement with DMH for preadmission screening, provider relations and quality assurance, including establishing standards, contracting for community provider services, technical assistance and coordination.

## II

Mutual Objectives

1. To provide a plan for the coordination of services.
2. To improve and expand delivery of mental health services through better assessment of client placed in certified nursing homes.
3. To reduce the need and/or expansion of ICF-MR placement facilities through the availability of services under a Medicaid Waiver option.

## III

General ProvisionsDSS agrees to:

1. Reimburse DMH the state Medicaid match rate of 50% for Medicaid Waiver administrative staff and to reimburse 75% of the costs of implementing OBRA-87 Nursing Home Reform. The reimbursement shall be provided at the time of the provision

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Supersedes DM#             
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Revised Date 4/25/89



of services. Changes in federal regulations affecting the matching percentage, and/or costs eligible for enhanced or administrative match, which become effective subsequent to the execution of this agreement will be applied as provided in the regulations.

2. Provide to DMH access to the information necessary to properly administer the Medicaid Waiver and OBRA-87 Nursing Home Reform programs.

3. Meet and consult on a regular basis, at least quarterly, with DMH on issues related to this agreement.

DMH Agrees to:

1. Account for the activities of staff, for which reimbursement is requested under this agreement in accordance with approved cost allocation plans (Central Office and Regional Centers) and the provisions of OMB circular A87 and 45CFR part 74 and 95.

2. Provide as requested by the State Medicaid Agency the information necessary to request Federal funds available under the State Medicaid match rate. Submit detailed billings and Standard Form 269 in addition to the billings for the necessary certification by the Executive Officer of the Department of Mental Health.

3. Return to DSS any federal funds which are deferred, and /or ultimately disallowed arising from the administrative claims submitted by DSS on the behalf of DMH.

4. Maintain the confidentiality of client records and eligibility information received from DSS and use that information only in the administrative, technical assistance, coordination, and quality assurance activities authorized under this agreement.

5. Meet and consult on a regular basis, at least quarterly, with DSS on issues arising out of this agreement.

6. Conduct all activities recognizing the authority of the single state Medicaid agency in the administration of the state Medicaid Plan to issue policies, rules and regulations on program matters.

IV

Program Evaluation

Representatives from the respective departments shall meet at least quarterly for the purpose of program development, review, and evaluation to discuss problems and to develop recommendations to improve programs for better and expanded

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4/25/89


services to eligible individuals. These activities shall include consideration of:

1. The evaluation of policies, duties and responsibilities of each agency.
2. Arrangements for periodic review of the agreements and for joint planning for changes in the agreements.
3. Arrangements for continuous liaison between the departments and designated staff responsible for liaison activities.

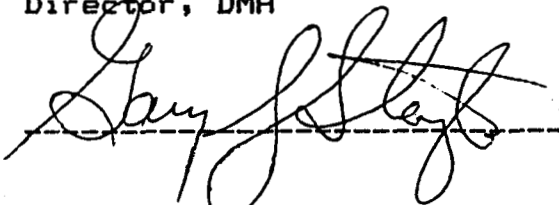
V

Terms of Agreement

The term of this Cooperative Agreement shall be the later of the date signed by both parties or the date the State Plan Amendment is approved unless cancelled by either party. This agreement may be cancelled at any time upon agreement of both parties or by either party after giving thirty (30) days prior notice in writing to the other party, however that reimbursement shall be made for the period when the contract is in full force and effective. This agreement shall be reviewed annually and may be modified at any time in particulars as the responsible administrative offices agree to in writing.

  
\_\_\_\_\_  
Keith Schafer, Ed.D.  
Director, DMH

3-29-89  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Director, DSS

4/5/89  
\_\_\_\_\_  
Date

State Plan TN# 89-9 Effective Date 11/1/89  
Supersedes TN# \_\_\_\_\_ Approval Date 4/25/89